

AGREEMENT

BETWEEN

TOWNSHIP OF LIVINGSTON
ESSEX COUNTY, NJ

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN, AND HELPERS OF AMERICA
LOCAL NO. 469

January 1, 2012 THROUGH December 31, 2015

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AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, between Local Union Number 469 Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, (the "Union") and the Township of Livingston, County of Essex, State of New Jersey (the "Township") shall be in effect from January 1, 2012 through December 31, 2015.

ARTICLE 1 – RECOGNITION

- A. The Township recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours of work and other conditions of employment for all non-supervisory blue collar employees employed by the Township of Livingston within the Department of Public Works, whose titles are set forth in SCHEDULE "A", but excluding all managerial employees, confidential employees, supervisors within the meaning of the Act, craft employees, professional employees, casual employees, seasonal and temporary employees, the Superintendent of Public Works, the Assistant Superintendent of Public Works, Manager Water/Sewer Operations, Senior Foreman, Foreman, Laborer-Special Services, all employees of the Water Pollution Control Facility and all other employees employed by the Township of Livingston.
- B. The Union recognizes that the Township Manager shall mean the person in charge of the day to day operations of the Township of Livingston. In all cases where the term Township Manager is used in this Agreement, it is understood that such reference shall include "or his/her designee."
- C. In addition, the Union recognizes that the Superintendent of Public Works shall mean the person in charge of the day to day operations of the Township of Livingston, Department of

Public Works. In all cases where the term Superintendent is used in this Agreement, it is understood that such reference shall include "and/or Assistant Superintendent or the Superintendent's designee."

ARTICLE 2 - DUES CHECK OFF AND REPRESENTATION FEE

A. Union Dues:

1. Upon receipt of a lawfully executed written authorization from an employee, the Township agrees to deduct the regular monthly Union dues and all initiation fees from the employee's pay each month and remit such deduction by the first pay period of the succeeding month to the Union treasurer, in writing, to receive such deductions.
2. The Union will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted. Any employee may, in writing, terminate his or her respective dues deduction authorization as of January 1st of the contract year.
3. The Union will notify the Township Manager of changes in dues no less than forty-five (45) days before they are to take effect.

B. Representation Fee in Lieu of Dues:

1. In accordance with the provisions of N.J.S.A. 34:13A-1 et seq., as amended, the Township shall deduct by payroll deduction, a representation fee in lieu of dues, from the wages of all employees covered by this Agreement who are not members of the Union, and pay over to the Union. The representation fee, in lieu of dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessment charged by the Union to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only

its members but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments. The said representation fee in lieu of dues shall be deducted from the employee's pay each month and the Township shall remit such deduction by the first pay period of the succeeding month to the Union treasurer, in writing.

2. If during the term of this Agreement there shall be any change in the rate of membership dues which affects the amount of the representation fee in lieu of dues, the Union shall furnish to the Township Manager written notice forty-five (45) days prior to the effective date of such change.

C. The Union agrees to establish and maintain a "demand and return" system whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro rata share," if any, subject to refund in accordance with the provisions of N.J.S.A. 34:13a-5.6, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purposes by the Governor in accordance with N.J.S.A. 34:13a-5.6, as amended. The Union shall be solely responsible for establishing and maintaining the "demand and return" system.

D. The Union shall indemnify and save the Township of Livingston harmless against any and all claims, demands, suits, losses and expenses and other forms of liability, which arise in any matter resulting from the action taken by the Township pursuant to this Article.

ARTICLE 3 - MANAGEMENT RIGHTS

- A. It is recognized that the Management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including, but not limited to, select and direct the working forces, including the right to hire, suspend or discharge, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed by specific employees, to establish work schedules and specific job functions, maintenance and repair, amount of supervision, and training programs necessary, machinery and tool equipment, methods, selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contract or otherwise.
- B. Nothing contained herein shall restrict the Township from hiring, suspending or discharging, assigning, promoting or transferring newly hired employees in the Initial Employment Period with or without just cause, without any recourse whatsoever in accordance with Article 17.
- C. Nothing contained herein shall restrict Management from any rights afforded to it by the laws of the State of New Jersey, or the Constitution of the United States. The foregoing express enumeration of rights reserved to Management shall not be deemed to preclude exercise by Management of other rights exercised by It prior to the execution of this Agreement which are not inconsistent with any express provision thereof.

ARTICLE 4 - UNION RIGHTS

A. Access:

1. A duly authorized representative of the Union designated in writing, who has provided 72 hours' notice to the Superintendent, shall be admitted to the premises

of the Township during non-business hours for the purpose of assisting in the adjustment of grievances and for inspection of complaints arising under this agreement unless otherwise agreed to by the Township and Union. Access may be provided on less than 72 hours' notice if needed on-site to provide representation at a disciplinary hearing.

2. The Union will be permitted to conduct meetings, to be attended by members on non-work time, in the Township Garage. One week advance notice shall be submitted to the Township to request such meeting space. Attendance at such meetings shall not count as hours worked and will not be compensable.

B. Job Stewards: The Township recognizes the right of the Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this agreement;
2. The transmission of such messages and information which originate with, and are authorized by the local union or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Township's business.
3. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Township on their own time, not during working hours.

Such time spent in handling grievances shall not be considered working hours in computing daily and/or weekly overtime. Stewards shall not interfere with other employees during their working hours.

4. Job stewards and alternates have no authority to take strike action, or any other action interrupting the Township's business.

C. Negotiation: Members of the Union who are designated by the Union to negotiate with Management shall be granted time off with pay when negotiations with Management are mutually scheduled and when the employee is scheduled to work and limited to attendance at the negotiation session only. The Union negotiations team shall be limited to three (3) employees released from duty for purposes of negotiation. If negotiations extend beyond the work day, there will be no additional compensation or overtime paid to the employees.

ARTICLE 5- GRIEVANCE PROCEDURE

A. Any grievance or dispute which may arise between the parties, involving the application, meaning, interpretation or alleged violations of the terms and conditions of this Agreement, shall be settled in the following manner:

1. Step 1: The Shop steward or his/her alternate, with the aggrieved employee, shall present the grievance or dispute in writing to the Superintendent within five (5) working days of the date of the occurrence of the grievance. The Superintendent shall attempt to resolve the matter and shall respond to the grievant, in writing, within ten (10) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence it shall be deemed abandoned.

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- G. The decision of the arbitrator shall be in writing and shall be rendered within standard time frames and such decision shall be final and binding.
- H. The payment of arbitration shall be shared, 50/50, between the Township and the Union.
- I. Witness fees and other expenses will be borne by each party independently.

ARTICLE 6 -HOURS OF WORK & OVERTIME

- A. The normal scheduled hours of work for all employees with the exception of the custodial staff shall be as follows, inclusive of a one-half hour unpaid lunch period:
 - a. 8:00AM through 4:30PM, Monday through Friday
 - b. Custodial Staff 6:00AM through 12:00AM, Monday through Sunday
- B. Each employee shall be allowed a fifteen (15) minute break during the morning work period as scheduled by the Superintendent.
- C. An unpaid lunch period shall be provided between 11:45 and 12:15.
- D. An afternoon break shall be scheduled between 12:15-12:30.
- E. Employee clean-up time shall begin no earlier than 4:15 p.m.
- F. Overtime:
 - a. Overtime will be calculated at one and one-half (1 ½) times the regular hourly rate of pay for all hours worked in excess of 40 hours worked in a work week.

ARTICLE 7 -COMPENSATION

The employee's base salary shall be adjusted as follows:

January 1, 2012	1.5% to base salary
January 1, 2013	2.0% to base salary
January 1, 2014	1.5% to base salary
January 1, 2015	1.5% to base salary

Longevity shall be paid as is set forth in the Township Handbook.

ARTICLE 8 - NON-DISCRIMINATION

- A. The parties agree there shall be no discrimination with regard to hiring, promotion, job assignment or other conditions of employment because of race, creed, color, religion, sex, sexual orientation, age, national origin, marital or political status, veteran status, disability or handicap which can be reasonably accommodated without undue hardship, or any other classification protected by federal, state or local law or regulation or union activities.

ARTICLE 9 - MEDICAL BENEFITS

A. Medical

1. The Township shall provide full-time employees with medical benefits in accordance with the Township's policies and procedures. Employees shall contribute towards medical benefits in accordance with Chapter 78 and the NJ statutes as may be amended. Should the state implement the sunset provision in the law the employees' percentage of premium will not be reduced. The Township may offer an alternative benefit plan and the employee is required to pay the difference of the standard designated plan provided by the Township and the cost of the alternative plan. Payment is made through payroll deduction.
2. Employees hired on or before December 31, 2009 shall be eligible for the Premium Reimbursement Program as described in the Township Handbook. Only employees eligible this benefit prior to the ratification of this agreement will continue to be eligible for this benefit. The terms and conditions as contained in the Township Handbook are

subject to unilateral revisions by the Township to be consistent with the requirements of Chapter 78.

B. Dental Plan

1. Employees in accordance with the Township's policies and procedures may elect to participate in a dental plan selected by the Township.

ARTICLE 10 - JURY DUTY

- A. An employee who loses time from his/her job because of jury duty shall be paid his/her regular pay and shall turn over to the Township any compensation received from jury duty.
- B. The employee must notify his/her supervisor immediately upon receipt of a summons for jury duty and provide a copy.
- C. When jury service is completed prior to 1:00PM the employee is required to report to work.
- D. Upon completion of jury duty, the employee must submit a signed Certificate of Jury Service to his/her Supervisor indicating the number of days served.

ARTICLE 11 - BEREAVEMENT LEAVE

- A. In the unfortunate event of a death in the immediate family, a leave of absence of up to three (3) days with pay will be granted.
- B. These three (3) days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be split or postponed. Employees should make their supervisor aware of their situation.
- C. The term "immediate family" shall include the employee's father, mother, grandparent, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild and spouse's grandparents.

- B. Employees shall earn one (1) day of sick leave for each full month of employment up to a maximum of twelve (12) days per year. Newly hired employees, upon completion of the Initial Employment Period, will receive pro-rated time back to their hire date.
- C. Any sick time not used will be added to the sick time available for the following year.
- D. To be eligible for sick pay, employees unable to report to work due to illness must report his /her illness directly to the Time Keeper as designated by the Superintendent within one hour of his/her start time on the day that the absence will occur. If the Time Keeper is not available, the Superintendent will designate an alternate representative who must be contacted. Failure to notify the Time Keeper or his/her designee may be cause for denial of the use of sick leave and may constitute cause for disciplinary action.
- E. Any absence in excess of three (3) consecutive working days shall require a written statement from the employee's physician certifying the employee's absence from work due to illness and ability to return to work.
- F. An Employee who is unable to report to work because of illness or injury and who has notified the Time Keeper in accordance with this Article shall also be responsible for notifying the Time Keeper as to his/her place of confinement.
- G. Absences of three (3) consecutive days may entitle an employee to a Family and Medical Leave (FMLA) under state or federal law. Please see Employee Handbook of Personnel Policies and Procedures under FMLA for detailed information.
- H. The Township may require proof of illness from an Employee on sick leave when such a requirement appears reasonable. Abuse of sick leave shall be cause of disciplinary action. In addition, in cases where illness is of a reoccurring or chronic nature, causing reoccurring absences of one day or less, the Township reserves the right to require competent medical

evidence to be submitted prior to the reinstatement of said Employee, and also reserves the right to have the Employee examined by the Township's physician before returning to work. In all cases of reported illness or disability, the Township reserves the right to send the Employee to the Township's physician to investigate the report.

- I. Failure to return to work after the physician certifies that the employee is fit to resume normal duties constitutes cause for disciplinary action.
- J. The Union agrees to cooperate with the Township in reducing absenteeism to as low a rate as possible.
- K. Employees may not donate their accrued sick time to other employees.
- L. If the employee has taken more sick time than earned, the amount will be deducted from the employee's final paycheck.
- M. Employees with a hire date on or prior to December 31, 2009 and retiring from the Township of Livingston are eligible for Terminal Leave payment upon retirement. Please see Employee Handbook of Personnel Policies and Procedures for detailed information.
 - a. Employees hired on or after January 1, 2010 are not eligible for Terminal Leave on retirement. Unused sick leave for employees hired after January 1, 2010 has no cash value.

ARTICLE 12 - HOLIDAYS

- A. The Township will provide employees with thirteen (13) paid holidays each year as designated annually:
 - 1. New Year's Day
 - 2. Martin Luther King, Jr. Day

3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Thanksgiving Friday
9. Christmas Day

13. Plus four (4) Floating Holidays

B. To be eligible to receive holiday pay, an employee shall work his/her regularly scheduled workday before the holiday and his/her regularly scheduled workday after the holiday, unless the employee is on an excused absence with pay.

C. Floating Holidays

- a. The Township reserves the right to designate one, two, three or four of the Floating Holidays each year to be used by all employees on the same day OR provide employees with such Floating Holidays for their own use.
- b. Requests to use unscheduled Floating Holidays, if any, must be submitted to the Time Keeper for approval at least three (3) days in advance. The Superintendent will determine the minimum staffing needed per division.
- c. Floating Holiday time may be taken to a minimum of ½ day increments.
- d. All floating holidays must be used in the year earned.
- e. At the time of separation of employment Floating Holiday time has no cash value. If the employee has taken more Floating Holiday time than earned, the amount will be deducted from the employee's final paycheck.

ARTICLE 13- VACATION TIME

A. The Township shall provide employees with the following schedule of vacation time:

In the First Calendar Year of Employment	1 day for each full month of service completed up to a maximum of 10 days.
For one (1) year of service but less than two (2) years	10 Days
For two (2) years of service but less than five (5) years	13 Days
For five (5) years of service but less than ten (10) years	15 Days
For ten (10) Years of service but less than fifteen (15) years	17 Days
For fifteen (15) years of service but less than twenty (20)	18 Days
For twenty (20) years of service but less than twenty-five (25)	21 Days
For every year after the twenty fifth (25 th) year	One day additionally up to a maximum of twenty-five (25) Days

B. Vacation Time Requests

1. Requests for use of more than five (5) vacation days shall be made as follows:

<u>VACATION TIME TO BE TAKEN</u>	<u>REQUEST TO BE SUBMITTED BY</u>
<u>January 1 through April 30</u>	<u>November 30</u>
<u>May 1 through August 31</u>	<u>March 31</u>
<u>September 1 through December 31</u>	<u>July 31</u>

2. A response to a request for use of more than five (5) vacation days will be given within seven (7) business days. Requests for use of less than five (5) vacation days will be responded to within 48 hours.
 3. The Township will not unreasonably deny requests to reschedule a pre-planned vacation. Cancelled vacations may be rescheduled based on availability, subject to the sole discretion of the Township.
- C. No more than 10 employees in the bargaining unit will be permitted time off on any given day.
- D. Vacations shall be taken in full week segments unless otherwise approved by the Superintendent, but in no case less than in ½ day segments.
- E. When a Township scheduled holiday falls during a scheduled vacation it is not counted as a vacation day.
- F. Vacation time shall not accumulate and carry over into any subsequent year. If vacation time is not taken by December 31st, it will be lost.
- G. Employees terminated for cause or resigning without two weeks notice shall forfeit accumulated unused vacation time at separation of employment.

H. At the time of separation of employment Vacation time has no cash value. If the employee has taken more Vacation time than earned, the amount will be deducted from the employee's final paycheck.

I.

ARTICLE 14 - PERSONAL TIME

A. The Township shall provide employees with two (2) days of personal time each calendar year.

B. New Hires upon completion of the Initial Employment Period will receive personal time as follows:

1. Date of Hire - January 1 through May 31 - 2 Personal Days
2. Date of Hire - June 1 through October 31 - 1 Personal Day
3. Date of Hire - November 1 through December 31 - 0 Personal Days

C. Personal leave will be counted in at least one (1) hour increments and requires the employee's Supervisor's advance approval. Requests for personal time should be made as early as possible to allow for appropriate departmental coverage, but with a minimum of one day's notice. The Superintendent will determine the minimum staffing needed per division. Requests will be authorized on a first come first served basis up to the maximum per division.

D. Personal time may be used in case of an emergency. In these instances of emergency, the employee may provide the Time Keeper with same day notification. All use of personal time in this way requires documentation provided on the employee's next day returned to work. Employees who do not provide the appropriate documentation for their request for emergency use of personal time will be docked and may be subject to discipline.

- E. Personal time must be used in the year provided and does not carry over.
- F. At the time of separation of employment personal time has no cash value. If the employee has taken more Personal time than earned, the amount will be deducted from the employee's final paycheck.

ARTICLE 15 - NEW HIRES AND PROMOTED EMPLOYEES

- A. Employees who are newly hired or promoted subsequent to the date of execution of this Agreement shall have Initial Employment Period (IEP) status for one hundred twenty (120) days of service from the date of hiring by the Township.
- B. During the IEP the Township in its discretion may discharge or demote such employees. An employee who is discharged or demoted during an IEP shall not have recourse to the grievance procedure as set forth in this Agreement. The Township shall have no responsibility for the re-employment of an employee discharged during their IEP.
- C. Newly hired employees do not receive any benefits that would normally accrue to a full-time employee of the Township such as sick time, vacation time, etc., during their IEP.

ARTICLE 16 - LICENSING

The Township of Livingston will reimburse employees for the cost of obtaining an initial license required for his/her position. The employees are responsible for any costs associated with maintenance of the license or renewal fees for the license(s).

The Township will, however, assume the cost of training or courses relating to the employee's job responsibilities.

ARTICLE 17- NO STRIKE CLAUSE

- A. It is recognized that the need for continued and uninterrupted operation of the Township's departments is of paramount importance to the citizens of the Township of Livingston and that there should be no interference with such operation.
- B. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties agree that there will not be, and that the Union its officers, members agents, or principals will not engage in, encourage, sanction, or suggest, strikes, slowdowns, or other similar action which would involve suspension of or interference with normal work performance.
- C. The Township shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slowdown, or other such interference.

ARTICLE 18 - HEALTH AND SAFETY

- A. The Township shall continue to make reasonable provisions for the safety and health of its employees during the work hours.
- B. Employee complaints of unsafe and unhealthful conditions shall be reported to the Superintendent and shall be promptly investigated. Corrective action shall be initiated as soon as possible to remedy the conditions within safety guidelines.
- C. All employees shall observe safety rules in the performance of their assignments. Employees who violate safety rules may be subject to disciplinary action.
- D. Safety Committee: Two (2) Union employees will participate in the Public Works Safety Committee. This shall be an annual appointment and the union will notify the Superintendent of the names of the participants on an annual basis each January.
- E. The Township will comply with workers' compensation per NJ state law.

ARTICLE 19 - WORKFORCE REDUCTION POLICY

The Township may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. Seniority, lateral or other re-employment rights for employees will be determined by the Township Manager.

ARTICLE 20- SEPARABILITY AND SAVINGS

If any provision of this Agreement shall be held invalid by operation of law or by tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provision shall be inoperative but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 21 - AMENDMENT/ENTIRE AGREEMENT

This Agreement contains the entire agreement by the parties hereto with respect to the transactions contemplated hereby. No representations, understandings or agreements have been made or relied upon to the making of this Agreement other than those specifically set forth in this Agreement or in any documents described herein. This Agreement shall not be modified or amended except in writing signed by or on behalf of the parties.

This Agreement shall become effective and retroactive to January 1, 2012 and shall remain in full force and effect until December 31, 2015.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper representatives this 8th day of April, 2014.

TOWNSHIP OF LIVINGSTON


LOCAL UNION NO 469, affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS,
WAREHOUSEMAN AND HELPERS OF
AMERICA


Township Manager





Date: 4/8/2014

Township Clerk

Date:


Local #469

Date: 3/13/14

SCHEDULE A

**Maintenance
Sr. Maintenance**

RESOLUTION NO. 14-84

**APPROVING CONTRACT WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 469
FOR THE YEARS 2012-2015**

WHEREAS, the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 469 (Teamsters) represents the non-supervisory Public Works employees; and

WHEREAS, the Township and the Teamsters negotiated and agreed to the terms and conditions of an agreement covering the years 2012-2015; and

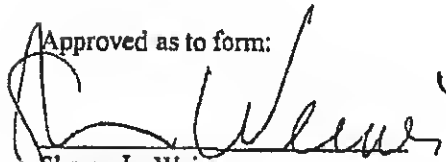
WHEREAS, the Teamsters signed the successor agreement; and

WHEREAS, it is in the best interest of the Township to finalize an agreement with the Teamsters upon the terms set forth in the agreement attached hereto.

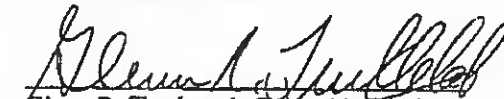
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Livingston, County of Essex, State of New Jersey as follows:

1. The terms of the agreement are attached hereto and accepted by the Township of Livingston;
2. The Township Manager and the Township Clerk are hereby authorized to execute the successor contract on behalf of the Township of Livingston.

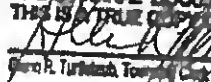
Approved as to form:


Sharon L. Weiner
Township Attorney


Michael Rieber, Mayor


Glenn R. Turteltaub, Township Clerk

Adopted: March 24, 2014

THIS IS TO CERTIFY THAT I HAVE BEEN
THE ORIGINAL DOCUMENT AND THAT
THIS IS A TRUE COPY OF IT.
 4/1/14
Glenn R. Turteltaub, Township Clerk